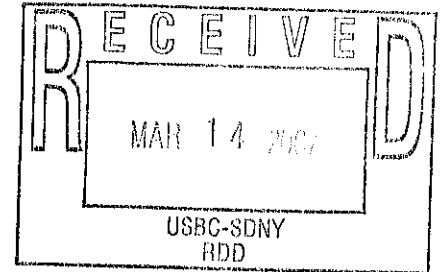


Korten Quality Systems, LTD.

P.O. Box 454
Romeo, MI 48065
Phone 586-752-6255
Fax 586-752-6370



March 8, 2007

Honorable Robert D. Drain
United States Bankruptcy Judge
United States Bankruptcy Court for the Southern District of New York
One Bowling Green, Room 610
New York, NY 10004

Dear Honorable Judge Drain:

I am filing a disagreement with the notice of objection (copy enclosed) as follows:

Title of claims objection: Notice of Objection to Claim, Delphi Corporation, et al., Chapter 11, Claim number 05-44481 (RDD)

Name of claimant: Korten Quality Systems, Ltd. (Korten)

Description of basis for claim: Korten provided local warehousing and distribution services for product manufactured in Shanghai, China and Saltillo, Mexico. Korten continues to provide these services presently. In addition, on an "as needed" basis, Korten provided sorting, inspection, washing and repackaging services.

Reasons claim should not be disallowed: Korten provided the services as indicated. Korten has a valid purchase orders for same. (copies enclosed). The attached spread sheet print outs show the dates and associated ASN numbers indicating shipment. Korten does not send paper invoices. Korten provided the services indicated, was paid for the services prior to the filing, and is being paid for the same services presently. If the reason for the objection is because the claim was filed under Delphi Corp. instead of Delphi Automotive Systems, LLC I included complete claims for both with this correspondence.

Documentation: Enclosed with this correspondence are the following:

- 1) A detailed listing in spread sheet format of all shipments evidencing services rendered with associated ASN numbers.
- 2) Copies of relevant purchase orders.
- 3) Completed claim forms for both Delphi Corp. et al. and Dephi Automotive Systems, LLC.
- 4) A copy of the Notice Of Objection To Claim

Contingent Claim: This is not a contingent claim.

Mailing Address of Debtor: The correct mailing address for the debtor is as follows:

U.S. Mail:

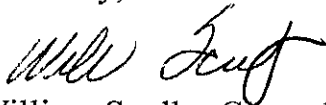
Korten Quality Systems, Ltd.
P.O. Box 454
Romeo, MI 48065

Physical Address for Courier Other Than U.S. Mail:

Korten Quality Systems, Ltd.
69210 Powell Road
Armada, MI 48005

If you need additional information, please contact me.

Sincerely,



William Scully, Controller

CC: Delphi Corporation Attn: General Counsel
Skadden, Arps, Slate, Meagher, and Flom, LLP

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

FEB 26 2007

-----X	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----X	:	

NOTICE OF OBJECTION TO CLAIM

Korten Quality Systems Ltd:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date Filed	Claim Number	Asserted Claim Amount ¹	Basis For Objection	Treatment Of Claim		
				Modified Debtor	Modified Amount	Modified Nature
5/1/2006	3640	\$47,083.50	Claims Subject to Modification	05-44640	\$46,673.70	General Unsecured

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on www.delphidocket.com. If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

ORDER IS INCLUDED HERewith. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

KORTEN QUALITY SYSTEMS LTD
ACCOUNTS PAYABLE
PO BOX 454
ROMEO MI 48065

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
3/4/2005	KQS1029130	129420	\$ 43.20
3/31/2005	KQS1029379	129848	\$ 216.00
8/12/2005	KQS1031812	132513	\$ 11.10
8/19/2005	KQS1031996	132677	\$ 216.00
8/31/2005	KQS1032138	132911	\$ 334.80
9/1/2005	KQS1032080	132936	\$ 12.00
9/1/2005	KQS1032324	132915	\$ 216.00
9/1/2005	KQS1032325	132916	\$ 410.40
9/1/2005	KQS1032326	132937	\$ 216.00
9/1/2005	KQS1032327	132939	\$ 410.40
9/1/2005	KQS1032328	132941	\$ 216.00
9/2/2005	KQS1032329	132942	\$ 216.00
9/2/2005	KQS1032330	132945	\$ 410.40
9/2/2005	KQS1032331	132956	\$ 216.00
9/2/2005	KQS1032332	132960	\$ 410.40
9/2/2005	KQS1032333	132965	\$ 216.00
9/6/2005	KQS1032334	132968	\$ 216.00
9/6/2005	KQS1032335	132971	\$ 410.40
9/6/2005	KQS1032336	132985	\$ 216.00
9/6/2005	KQS1032337	132989	\$ 216.00
9/6/2005	KQS1032338	132990	\$ 410.40
9/6/2005	KQS1032339	132991	\$ 205.20
9/6/2005	KQS1032340	132998	\$ 216.00
9/7/2005	KQS1032323	133022	\$ 129.60
9/7/2005	KQS1032341	132999	\$ 216.00
9/7/2005	KQS1032342	133000	\$ 410.40
9/7/2005	KQS1032343	133009	\$ 216.00
9/7/2005	KQS1032344	133010	\$ 216.00
9/7/2005	KQS1032345	133019	\$ 410.40
9/7/2005	KQS1032346	133020	\$ 216.00
9/7/2005	KQS1032347	133030	\$ 216.00
9/8/2005	KQS1032348	133032	\$ 216.00
9/8/2005	KQS1032349	133033	\$ 410.40
9/8/2005	KQS1032350	133047	\$ 216.00
9/8/2005	KQS1032351	133060	\$ 410.40
9/8/2005	KQS1032352	133061	\$ 216.00
9/8/2005	KQS1032353	133062	\$ 216.00
9/9/2005	KQS1032354	133067	\$ 410.40
9/9/2005	KQS1032355	133068	\$ 216.00
9/9/2005	KQS1032356	133078	\$ 216.00
9/9/2005	KQS1032357	133086	\$ 216.00
9/9/2005	KQS1032358	133091	\$ 410.40
9/12/2005	KQS1032359	133093	\$ 216.00

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
9/12/2005	KQS1032360	133094	\$ 410.40
9/12/2005	KQS1032361	133105	\$ 216.00
9/12/2005	KQS1032362	133120	\$ 216.00
9/12/2005	KQS1032363	133123	\$ 410.40
9/12/2005	KQS1032364	133127	\$ 216.00
9/13/2005	KQS1032365	133128	\$ 216.00
9/13/2005	KQS1032366	133129	\$ 410.40
9/13/2005	KQS1032367	133143	\$ 216.00
9/13/2005	KQS1032368	133149	\$ 410.40
9/13/2005	KQS1032369	133152	\$ 216.00
9/13/2005	KQS1032750	133156	\$ 216.00
9/14/2005	KQS1032370	133155	\$ 150.60
9/14/2005	KQS1032371	133159	\$ 216.00
9/14/2005	KQS1032372	133170	\$ 216.00
9/14/2005	KQS1032373	133178	\$ 410.40
9/14/2005	KQS1032374	133184	\$ 216.00
9/14/2005	KQS1032375	133186	\$ 216.00
9/15/2005	KQS1032376	133187	\$ 216.00
9/15/2005	KQS1032377	133188	\$ 410.40
9/15/2005	KQS1032378	133196	\$ 216.00
9/15/2005	KQS1032379	133208	\$ 410.40
9/15/2005	KQS1032380	133213	\$ 410.40
9/15/2005	KQS1032381	133218	\$ 216.00
9/15/2005	KQS1032382	133227	\$ 216.00
9/16/2005	KQS1032383	133228	\$ 216.00
9/16/2005	KQS1032384	133233	\$ 410.40
9/16/2005	KQS1032507	133239	\$ 216.00
9/16/2005	KQS1032508	133244	\$ 410.40
9/16/2005	KQS1032509	133246	\$ 216.00
9/19/2005	KQS1032510	133248	\$ 216.00
9/19/2005	KQS1032511	133253	\$ 410.40
9/19/2005	KQS1032512	133266	\$ 216.00
9/19/2005	KQS1032513	133270	\$ 410.40
9/19/2005	KQS1032514	133272	\$ 410.40
9/19/2005	KQS1032515	133274	\$ 216.00
9/19/2005	KQS1032516	133275	\$ 216.00
9/20/2005	KQS1032517	133278	\$ 216.00
9/20/2005	KQS1032518	133279	\$ 410.40
9/20/2005	KQS1032519	133290	\$ 216.00
9/20/2005	KQS1032520	133296	\$ 410.40
9/20/2005	KQS1032521	133300	\$ 216.00
9/20/2005	KQS1032522	133301	\$ 216.00
9/21/2005	KQS1032523	133303	\$ 216.00
9/21/2005	KQS1032524	133305	\$ 410.40

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
9/21/2005	KQS1032525	133317	\$ 216.00
9/21/2005	KQS1032526	133323	\$ 216.00
9/21/2005	KQS1032527	133327	\$ 410.40
9/21/2005	KQS1032529	133332	\$ 216.00
9/21/2005	KQS1032530	133334	\$ 216.00
9/22/2005	KQS1032531	133340	\$ 410.40
9/22/2005	KQS1032532	133341	\$ 216.00
9/22/2005	KQS1032533	133349	\$ 216.00
9/22/2005	KQS1032534	133354	\$ 216.00
9/22/2005	KQS1032535	133355	\$ 410.40
9/22/2005	KQS1032536	133356	\$ 216.00
9/22/2005	KQS1032537	133358	\$ 216.00
9/23/2005	KQS1032538	133360	\$ 410.40
9/23/2005	KQS1032539	133362	\$ 216.00
9/23/2005	KQS1032540	133374	\$ 216.00
9/23/2005	KQS1032541	133379	\$ 410.40
9/23/2005	KQS1032542	133384	\$ 216.00
9/23/2005	KQS1032543	133386	\$ 108.00
9/26/2005	KQS1032544	133388	\$ 216.00
9/26/2005	KQS1032545	133393	\$ 410.40
9/26/2005	KQS1032546	133400	\$ 216.00
9/26/2005	KQS1032547	133406	\$ 216.00
9/26/2005	KQS1032548	133409	\$ 410.40
9/26/2005	KQS1032549	133410	\$ 410.40
9/26/2005	KQS1032550	133413	\$ 216.00
9/26/2005	KQS1032551	133414	\$ 216.00
9/27/2005	KQS1032552	133416	\$ 205.20
9/27/2005	KQS1032553	133418	\$ 410.40
9/27/2005	KQS1032554	133426	\$ 216.00
9/27/2005	KQS1032555	133434	\$ 216.00
9/27/2005	KQS1032556	133437	\$ 410.40
9/27/2005	KQS1032557	133438	\$ 108.00
9/27/2005	KQS1032558	133439	\$ 216.00
9/27/2005	KQS1032559	133441	\$ 216.00
9/28/2005	KQS1032560	133443	\$ 216.00
9/28/2005	KQS1032561	133446	\$ 10.80
9/28/2005	KQS1032562	133447	\$ 410.40
9/28/2005	KQS1032563	133454	\$ 216.00
9/28/2005	KQS1032564	133461	\$ 216.00
9/28/2005	KQS1032565	133465	\$ 216.00
9/29/2005	KQS1032566	133467	\$ 216.00
9/29/2005	KQS1032567	133469	\$ 410.40
9/29/2005	KQS1032687	133482	\$ 216.00
9/29/2005	KQS1032688	133490	\$ 216.00

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
9/29/2005	KQS1032689	133491	\$ 410.40
9/29/2005	KQS1032691	133495	\$ 216.00
9/29/2005	KQS1032692	133496	\$ 216.00
9/30/2005	KQS1032662	133510	\$ 216.00
9/30/2005	KQS1032690	133493	\$ 410.40
9/30/2005	KQS1032693	133497	\$ 216.00
9/30/2005	KQS1032694	133519	\$ 410.40
9/30/2005	KQS1032695	133525	\$ 118.80
9/30/2005	KQS1032696	133527	\$ 216.00
10/3/2005	KQS1032756	133528	\$ 410.40
10/3/2005	KQS1032757	133530	\$ 216.00
10/3/2005	KQS1032758	133540	\$ 216.00
10/3/2005	KQS1032759	133551	\$ 410.40
10/3/2005	KQS1032760	133552	\$ 216.00
10/3/2005	KQS1032761	133549	\$ 108.00
10/3/2005	KQS1032762	133554	\$ 216.00
10/3/2005	KQS1032763	133555	\$ 216.00
10/4/2005	KQS1032764	133556	\$ 216.00
10/4/2005	KQS1032765	133560	\$ 410.40
10/4/2005	KQS1032766	133570	\$ 216.00
10/4/2005	KQS1032767	133577	\$ 216.00
10/4/2005	KQS1032768	133579	\$ 410.40
10/4/2005	KQS1032769	133582	\$ 216.00
10/4/2005	KQS1032770	133584	\$ 302.40
10/4/2005	KQS1032771	133586	\$ 216.00
10/5/2005	KQS1032772	133587	\$ 216.00
10/5/2005	KQS1032773	133588	\$ 410.40
10/5/2005	KQS1032774	133601	\$ 216.00
10/5/2005	KQS1032775	133609	\$ 410.40
10/5/2005	KQS1032776	133610	\$ 216.00
10/5/2005	KQS1032778	133624	\$ 216.00
10/6/2005	KQS1032779	133627	\$ 216.00
10/6/2005	KQS1032780	133629	\$ 410.40
10/6/2005	KQS1032781	133641	\$ 216.00
10/6/2005	KQS1032744	133644	\$ 216.00
10/6/2005	KQS1032782	133645	\$ 410.40
10/6/2005	KQS1032783	133646	\$ 216.00
10/6/2005	KQS1032784	133648	\$ 216.00
10/7/2005	KQS1032785	133652	\$ 216.00
10/7/2005	KQS1032786	133653	\$ 410.40
10/7/2005	KQS1032787	133662	\$ 216.00
10/7/2005	KQS1032788	133665	\$ 10.80
10/7/2005	KQS1032789	133668	\$ 410.40
10/7/2005	KQS1032790	133671	\$ 216.00

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
10/7/2005	KQS1032791	133676	\$ 216.00
10/7/2005	KQS1032789	133668	\$ 145.80
12/16/2003	KQS1021642	122066	\$ 24.00
12/19/2003	KQS1021683	122122	\$ 60.75
12/22/2003	KQS1021825	122145	\$ 24.00
1/6/2004	KQS1021956	122198	\$ 24.00
1/7/2004	KQS1021958	122217	\$ 24.00
1/8/2004	KQS1021960	122232	\$ 24.00
1/12/2004	KQS1021962	122266	\$ 72.00
1/14/2004	KQS1021964	122294	\$ 48.00
1/15/2004	KQS1021966	122321	\$ 24.00
1/20/2004	KQS1022040	122355	\$ 22.50
1/21/2004	KQS1022043	122360	\$ 48.00
2/10/2004	KQS1022345	122670	\$ 24.75
2/23/2004	KQS1022382	122822	\$ 70.50
2/25/2004	KQS1022502	122868	\$ 97.50
2/26/2004	KQS1022504	122895	\$ 72.00
3/1/2004	KQS1022796	122940	\$ 49.50
3/3/2004	KQS1022797	122970	\$ 70.50
3/5/2004	KQS1022799	123014	\$ 72.00
3/15/2004	KQS1022889	123153	\$ 48.00
3/31/2004	KQS1023070	123444	\$ 48.75
6/3/2004	KQS1024282	124500	\$ 48.00
6/29/2004	KQS1024541	124941	\$ 48.75
7/2/2004	KQS1024703	125019	\$ 72.00
7/21/2004	KQS1024924	125169	\$ 48.00
7/27/2004	KQS1024932	125252	\$ 48.00
7/28/2004	KQS1024936	125283	\$ 48.00
8/4/2004	KQS1025623	125391	\$ 72.00
8/10/2004	KQS1025633	125505	\$ 48.00
10/7/2004	KQS1026388	126692	\$ 24.00
1/31/2005	KQS1028368	128859	\$ 22.40
3/31/2005	KQS1029317	129840	\$ 22.40
4/7/2005	KQS1029511	129998	\$ 44.80
4/8/2005	KQS1029512	130018	\$ 38.50
4/13/2005	KQS1029517	130109	\$ 44.10
4/14/2005	KQS1029965	130131	\$ 46.20
4/15/2005	KQS1029784	130163	\$ 23.80
4/20/2005	KQS1029788	130229	\$ 42.00
4/21/2005	KQS1029790	130256	\$ 44.80
4/26/2005	KQS1029798	130331	\$ 46.20
4/29/2005	KQS1029870	130413	\$ 65.80
5/4/2005	KQS1030109	130499	\$ 44.80
5/9/2005	KQS1030116	130618	\$ 43.40

Korten Quality Systems, Ltd.
Delphi Bankruptcy Claim
10/8/2005

Service Date	Invoice Number	ASN Number	Amount
5/11/2005	KQS1030119	130670	\$ 43.40
5/16/2005	KQS1030233	130759	\$ 48.30
5/18/2005	KQS1030285	130806	\$ 44.80
5/19/2005	KQS1030468	130629	\$ 23.10
5/23/2005	KQS1030474	130892	\$ 44.10
5/24/2005	KQS1030477	130909	\$ 20.30
5/25/2005	KQS1030480	130944	\$ 22.40
5/26/2005	KQS1030483	130971	\$ 22.40
6/2/2005	KQS1030687	131057	\$ 44.80
6/8/2005	KQS1030690	131188	\$ 44.80
6/9/2005	KQS1030691	131222	\$ 22.40
6/13/2005	KQS1030692	131283	\$ 22.40
6/21/2005	KQS1030926	131432	\$ 22.40
6/23/2005	KQS1030939	131489	\$ 21.70
6/28/2005	KQS1031060	131572	\$ 22.40
7/1/2005	KQS1031264	131656	\$ 22.40
7/18/2005	KQS1031283	131758	\$ 44.80
7/21/2005	KQS1031287	132046	\$ 22.40
7/26/2005	KQS1031465	132126	\$ 22.40
8/2/2005	KQS1031633	132271	\$ 43.40
8/4/2005	KQS1031637	132340	\$ 22.40
8/8/2005	KQS1031828	132423	\$ 23.80
8/11/2005	KQS1031834	132505	\$ 20.30
8/12/2005	KQS1031835	132533	\$ 22.40
8/16/2005	KQS1031844	132593	\$ 22.40
8/18/2005	KQS1031848	132636	\$ 22.40
8/23/2005	KQS1031982	132733	\$ 44.80
8/25/2005	KQS1031938	132786	\$ 22.40
8/26/2005	KQS1032033	132813	\$ 22.40
9/6/2005	KQS1032275	132980	\$ 49.70
9/8/2005	KQS1032282	133054	\$ 16.80
9/12/2005	KQS1032289	133109	\$ 22.40
9/13/2005	KQS1032292	133148	\$ 22.40
9/15/2005	KQS1032296	133204	\$ 22.40
9/19/2005	KQS1032697	133264	\$ 22.40
9/22/2005	KQS1032707	133353	\$ 22.40
9/26/2005	KQS1032710	133402	\$ 22.40
9/27/2005	KQS1032716	133427	\$ 22.40
9/29/2005	KQS1032753	133483	\$ 22.40
10/3/2005	KQS1032794	133547	\$ 22.40
10/4/2005	KQS1032795	133573	\$ 22.40
10/6/2005	KQS1032796	133636	\$ 22.40
10/7/2005	KQS1032952	133721	\$ 44.80
		TOTAL CLAIM	\$ 50,224.30

FORM B10 (Official Form 10) (04/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <u>Delphi Automotive Systems, LLC</u>		Case Number <u>05-44640-4</u> <u>05-44481</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>Korten Quality Systems, Ltd.</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: <u>Korten Quality Systems</u> <u>PO Box 454</u> <u>Romeo MI 48065</u> Telephone number: <u>586-782-6255</u>	THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. Basis for Claim <input checked="" type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: right;">(date) (date)</div>		
2. Date debt was incurred: <u>31-05-10-11-05</u>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ <u>50224.30</u> <div style="text-align: center;">(unsecured) (secured) (priority) (Total)</div> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>	
6. Unsecured Nonpriority Claim \$ <u>50224.30</u> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <u>4-26-06</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Leann L Kaeding</u>	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

DEFINITIONS

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

FORM B10 (Official Form 10) (04/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <u>Delphi Corporation</u>		Case Number <u>05-44481</u> <u>05-44481</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>Korten Quality Systems, Ltd.</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: <u>Korten Quality Systems</u> <u>PO BOX 454</u> <u>Romeo MI 48065</u> Telephone number: <u>(586) 752-6255</u>	THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. Basis for Claim <input checked="" type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: right;">(date) (date)</div>		
2. Date debt was incurred: <u>3-1-05 - 10-11-05</u>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ <u>50224.30</u> <div style="display: flex; justify-content: space-around; font-size: small;"> (unsecured) (secured) (priority) (Total) </div> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>	
6. Unsecured Nonpriority Claim <u>\$50224.30</u> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		THIS SPACE IS FOR COURT USE ONLY
Date <u>4-26-06</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Leann L Kaeding</u>	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

DEFINITIONS

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Nonpriority Claim:

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim". (See DEFINITIONS, above.) If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

7. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

DELPHI

DELPHI AUTOMOTIVE SYSTEMS
ROCHESTER OPERATIONS
P.O. BOX 92700
ROCHESTER NY
14692-8800

SHIP TO:

US

VENDOR NUMBER 87-800-0652
KORTEN QUALITY SYSTEMS
69210 POWELL RD
ARMADA MI
48005

INVOICE TO:

THIS ORDER IS NOT BINDING UNTIL ACCEPTED. ACCEPTANCE SHOULD BE EXECUTED ON ACKNOWLEDGMENT COPY
ON THE REVERSE SIDE HEREOF ARE THE TERMS AND CONDITIONS TO WHICH BUYER AGREES BY ACCEPTANCE
OF THIS ORDER.
THIS ORDER, INCLUDING THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, CONTAINS THE
COMPLETE AND FINAL AGREEMENT BETWEEN BUYER AND SELLER AND NO OTHER AGREEMENT IN ANY WAY
MODIFYING ANY OF SAID TERMS AND CONDITIONS WILL BE BINDING UPON THE BUYER UNLESS MADE IN WRITING AND
SIGNED BY BUYER'S AUTHORIZED REPRESENTATIVE. THIS ORDER, CONTRACT NUMBER IS SHOWN HEREON, ADDITIONAL TERMS AND CONDITIONS ATTACHED
HERE TO APPLY.

DO NOT SEND INVOICES TO
NAO DISBURSEMENT CENTER. OUR
RECEIPT INITIATES PAYMENT.
SPECIAL INVOICE INSTRUCTIONS
MAY BE NOTED ON ORDER. . US

DELPHI ENERGY&CHASSIS SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
2509 HAYES AVENUE
SANDUSKY OH
44870 US

PURCHASE

ORDER

ALTERNATIVE

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS
PACKAGES AND BILLS OF LADING

(2) COPIES OF YOUR PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.
ITEM IDENTIFICATION NUMBER(S) MUST BE SHOWN ON PACKING SLIPS AND
INVOICES.

INVOICE ATTN: ACCOUNTS PAYABLE
DO NOT DECLARE VALUATION OF EXPRESS SHIPMENTS OR INSURE PARCEL
POST.

PHONE: 585-647-4651
R WILLIAMS
VN BUYER

ORDER DATE
11/07/03
ALTERATION ISSUE DATE
10/14/04
ALTERATION EFFECTIVE
DATE
10/14/04

PURCHASING AGENT

PAYMENT TERMS

2ND DAY OF 2ND MONTH

S/P FREIGHT COLLECT

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

DELPHI E&M CALL 800-805-9433

TAX CODE / %

BASE UNIT PRICE

PRICE
MULTIPLE

UNIT OF
MEASURE

SPOT BUY SAS58906 HAS BEEN ALTERED AS FOLLOWS

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

ADDED LINE ITEM.

THIS ITEM HAS BEEN ADDED

12/31/05 C 0.00%
WASH AND DRY TRAYS FOR FORD DUNNAGE P/N 930710
FORD NUMBER F5DP-7C190-AB
WHO ORDERED: R. KUCHARICK BX22

00003 14285 PR210332 001

0.7000

EA

DELPHI

Energy & Chassis Systems

Page 1 of 7

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
 DELPHI ENERGY & CHASSIS DIV
 5820 DELPHI DR
 TROY MI 48098

Deliver to:

*Please deliver to:
 See Delivery Schedule*

KORTEN QUALITY SYSTEMS, LTD
 P.O. Box 454
 ROMEO MI 48065

Requirements Contract

PO Number 550051419 Date Issued 27-Jan-2004
 Version 30-Nov-2006 10:00:01

**REPRINT
 OF REQUIREMENT CONTRACT**

Vendor No: 1014321
 DUNS No: 878000652

Payment Terms: 2/2 Net 20 Currency: USD
 Payment settled on 2nd, 2nd Month

Item No. Material No. Description Plant
 00010 18078047-10 HP01 DELPHI E & C PASS BY SALES
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Jan-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 18078048-10 HP01 DELPHI E & C PASS BY SALES
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Jan-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 18085135-10 HP01 DELPHI E & C PASS BY SALES
 OBS DRUM BRK R4499B 12/05 RB 18087718-10

Purchasing Contact: DeVilbiss, Rick
 Phone: 937-455-7824
 Fax: 937-455-9133

Contact Address:
 DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FORRER BLVD.
 KETTERING OH 45420

Date and Time Printed: 30-Nov-2006 10:00:01

DELPHI

Energy & Chassis Systems

Page 2 of 7

KORTEN QUALITY SYSTEMS, LTD
 P.O. Box 454
 ROMEO MI 48065

Requirements Contract

PO Number 550051419 Date Issued 27-Jan-2004
 Version 30-Nov-2006 10:00:01

Requirement Description

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00030 18085143-10
 OBS DRUM BRK R4499B 12/05 RB 18087716-10

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00050 18086412-10
 OBS DRUM BRK R4561B 12/05 RB 18088012-10

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00080 18087716-10
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Jan-2005	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00070 18087718-10
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Jan-2005	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00060 18088012-10
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Jan-2005	31-Dec-2006	USD	150.00	1,000	PC

DELPHI

Energy & Chassis Systems

Page 3 of 7

KORTEN QUALITY SYSTEMS, LTD
 P.O. Box 454
 ROMEO MI 48065

Requirements Contract

PO Number 550051419 Date Issued 27-Jan-2004
 Version 30-Nov-2006 10:00:01

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC
This Requirement Contract is for 100% unless otherwise specified.					
00090	18088014-10	HP01 DELPHI E & C PASS BY SALES			
DRUM BRAKE ASM - RR, 295 X 60					

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Jan-2005	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 18089920-10 HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2005	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	USD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 18089922-10 HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2005	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	USD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 18090032-10 HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2005	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	USD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00180 18093662-10 HP01 DELPHI E & C PASS BY SALES

DRUM BRAKE ASM ~ RR, 295 X 60

DELPHI

Energy & Chassis Systems
 Page 4 of 7

KORTEN QUALITY SYSTEMS, LTD
 P.O. Box 454
 ROMEO MI 48065

Requirement's Contract

PO Number 550051419 Date Issued 27-Jan-2004
 Version 30-Nov-2006 10:00:01

THIS AMENDMENT CHANGES PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08-Jun-2006	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	USD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

HP01 DELPHI E & C PASS BY SALES

00170 18093833-10
 DRUM BRAKE ASM - RR, 295 X 60

Valid From	Valid To	Currency	Price	Price Unit	UOM
08-Jun-2006	10-Sep-2006	USD	150.00	1,000	PC
11-Sep-2006	31-Dec-2006	USD	157.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	157.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

This Contract replaces previous contract # --

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

DELPHI

Energy & Chassis Systems

Page 5 of 7

KORTEN QUALITY SYSTEMS, LTD
P.O. Box 454
ROMEO MI 48065

Requirements Contract

PO Number
550051419

Date Issued
27-Jan-2004

Version
30-Nov-2006 10:00:01

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

1. Consignee agrees to maintain perpetual inventory records and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile an up-to-date as of the end of the month inventory status (on Delphi Energy and Chassis Form 409F1) monthly to the designated Delphi Chassis PC&L contact by the third working day of each month for prior month.
3. Consignee agrees to segregate Delphi Energy and Chassis' material and provide adequate protection for Delphi Energy Chassis' inventory.
4. Consignee agrees to accept responsibility for inventory losses.
- 5.

DELPHI

Energy & Chassis Systems
Page 6 of 7

KORTEN QUALITY SYSTEMS, LTD
P.O. Box 454
ROMEIO MI 48065

Requirements Contract

PO Number	Date Issued
550051419	27-Jan-2004
Version	
30-Nov-2006 10:00:01	

Item Description

Consignee agrees to accept responsibility for scrap incurred by the Consignee.

6. Consignee agrees to allow Delphi Energy and Chassis PC&L and Finance Representatives the right to audit inventories as requested.

7. Consignee agrees to receive any materials from other suppliers used in the consignment situation. Consignee agrees to complete a receiving report-off site form 409F2. Upon receipt of material from another Delphi Energy and Chassis Supplier, the Consignee must audit all receipts for correct part numbers and quantity. In addition, the Consignee must weigh or physically count minimum of one receipt per Vendor/Consignor per month. Any quantity discrepancies must be reported on the receiving report-off site form 409F2 and the PC&L contact should be notified immediately. After completing the receiving report-off site form 409F2, the Consignee will fax a copy of form 409F2 to the PC&L contact the same day. The consignee must attach all freight bills and bills of lading to the original copy of the receiving report-off site form 409F2 and mail to the PC&L contact in the applicable plant based on PC&L requirements. The Consignee will maintain a copy of the packing slip and receiving report-off site form 409F2 for 2 years.

8. Consignee agrees to provide a once/year certified (Notarized) inventory letter for the Delphi Energy and Chassis Physical Inventory. Type "A" Consignee inventory must be observed by Delphi Energy and Chassis personnel. Date for both inventory options to be determined by plant PC&L and communicated by Finance.

9. Consignee agrees to provide a completed 409F1 Form as the inventory date of the respective Delphi Energy and Chassis plant communicated in Note 1, Section 8.

10. Tools provided by Delphi for performance of an operation by Consignee remain the property of Delphi Chassis unless otherwise noted.

11. Consignee agrees to ship material directly to Delphi Energy and Chassis' Customers if the physical flow warrants. (See Plant WI on shipping).

12. Additional terms and conditions subject to negotiations.

13. Processor/Subcontractor returns all scrap material generated by the process to Delphi Energy and Chassis as part number originally received on Form 409F4 "Material Returned as Scrap from Outside Locations" unless otherwise instructed by plant PC&L contact.

14. For non-conforming material from Delphi Energy and Chassis, the processor/subcontractor will contact the PC&L coordinator and the material should be returned to Delphi Energy and Chassis on a shipper stating the reason for return unless directed otherwise by the PC&L contact.

06/14/04 - Alteration to add Material No. 18085143-10 (Item 30) and 18085135-10 (Item 40). meb

06/30/04 - Alteration to add Material 18086412-10 (Item 50). dmp

10/18/04 - Alteration to extend Requirements Contract. cap

01/19/05 - Alteration to add Material Nos. 18088012-10 (Item 60), 18087718-10 (Item 70), 18087716-10 (Item 80) and 18088014-10 (Item 90).

08/05/05 - Alteration to extend REQUIREMENTS CONTRACT and add Material 18089920-10 (Item 100), 18089922-10 (Item 110), and 18090032-10 (Item 120). dmp

06/09/06 - Alteration to add Material 18093663 (Item 130) and 18093834 (Item 140). dmp

06/14/06 - Alteration to delete Material 18093663 (Item 130) and 18093834 (Item 140) and add Material 18093833 (Item 150) and 18093662 (Item 160). dmp

06/28/06 - Alteration to change validity on Material 18093662 (Item 160) and 18093833 (Item 150). dmp

DELPHI

Energy & Chassis Systems

Page 7 of 7

KORTEN QUALITY SYSTEMS, LTD
P.O. Box 454
ROMEO MI 48065

Requirements Continued

PO Number

550051419

Version

30-Nov-2006 10:00:01

Date Issued

27-Jan-2004

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

Item No.	Material No.	Description	Plant
06/29/06		- Alteration to delete Material 18093662 (Item 160) and 18093833 (Item 150) and add Material 18093833-10 (Item 170) and 18093662-10 (Item 180). dnp	
09/28/06		- Alteration to change price on Material Nos. 18089920-10 (Item 100), 18089922-10 (Item 110), and 18090032-10 (Item 120). jtw	
10/14/06		- Alteration to change price on Material No. 18093833-10 (Item 170). mt	
11/16/06		- Alteration to change price on Material No. 18093833-10 (Item 170). jtw	
11/27/06		- Alteration to change price on Material No. 18093833-10 (Item 170). mt	
11/29/06		- Alteration to change price on Material No 18093662-10 (Item 180). mt	

DELPHI

Energy & Chassis Systems

Page 1 of 4

Buyer:DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098**Requirements Contract**

PO Number

550053028

Date Issued

04-Mar-2004

Version

22-Sep-2006 07:21:28

Deliver to:*Please deliver to:**See Delivery Schedule*KORTEN QUALITY SYSTEMS LTD
P.O. Box 454
ROMEO MI 48065

Vendor No: 1014321

DUNS No: 878000652

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No. Description	Plant
00020	18085238 DRUM - BRAKE, 295 DIA X 60	HU01 DELPHI E & C SALTILLO

Valid From	Valid To	Currency	Price	Price Unit	UOM
17-Jun-2004	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00030	18089231 DRUM - BRAKE, 295 DIA X 60	HU01 DELPHI E & C SALTILLO
-------	--	----------------------------

Valid From	Valid To	Currency	Price	Price Unit	UOM
20-Jul-2005	31-Dec-2006	USD	150.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	150.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:Purchasing Contact: DeVilbiss, Rick
Phone: 937-455-7824
Fax: 937-455-9133**Contact Address:**DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 4

KORTEN QUALITY SYSTEMS LTD
P.O. Box 454
ROME MI 48065

Requirements Contract

PO Number

550053028

Version

22-Sep-2006 07:21:28

Date Issued

04-Mar-2004

**Item No. Material No.
Description**

Plant

Notes Continued:

As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract

DELPHI

KORTEN QUALITY SYSTEMS LTD
P.O. Box 454
ROME MI 48065

Requirements Contract

PO Number

550053028

Date Issued

04-Mar-2004

Version

22-Sep-2006 07:21:28

Item No. **Material No.**
Description

Plant**Notes Continued:**

(including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

1. Consignee agrees to maintain perpetual inventory records and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile an up-to-date as of the end of the month inventory status (on Delphi Energy and Chassis Form 409F1) monthly to the designated Delphi Chassis PC&L contact by the third working day of each month for prior month.
3. Consignee agrees to segregate Delphi Energy and Chassis' material and provide adequate protection for Delphi Energy Chassis' inventory.
4. Consignee agrees to accept responsibility for inventory losses.
5. Consignee agrees to accept responsibility for scrap incurred by the Consignee.
6. Consignee agrees to allow Delphi Energy and Chassis PC&L and Finance Representatives the right to audit inventories as requested.
7. Consignee agrees to receive any materials from other suppliers used in the consignment situation. Consignee agrees to complete a receiving report-off site form 409F2. Upon receipt of material from another Delphi Energy and Chassis Supplier, the Consignee must audit all receipts for correct part numbers and quantity. In addition, the Consignee must weigh or physically count minimum of one receipt per Vendor/Consignor per month. Any quantity discrepancies must be reported on the receiving report-off site form 409F2 and the PC&L contact should be notified immediately. After completing the receiving report-off site form 409F2, the Consignee will fax a copy of form 409F2 to the PC&L contact the same day. The consignee must attach all freight bills and bills of lading to the original copy of the receiving report-off site form 409F2 and mail to the PC&L contact in the applicable plant based on PC&L requirements. The Consignee will maintain a copy of the packing slip and receiving report-off site form 409F2 for 2 years.
8. Consignee agrees to provide a once/year certified (Notarized) inventory letter for the Delphi Energy and Chassis Physical Inventory. Type "A" Consignee inventory must be observed by Delphi Energy and Chassis personnel. Date for both inventory options to be determined by plant PC&L and communicated by Finance.
9. Consignee agrees to provide a completed 409F1 Form as the inventory date of the respective Delphi Energy and Chassis plant communicated in Note 1, Section 8.
10. Tools provided by Delphi for performance of an operation by Consignee remain the property of Delphi Chassis unless otherwise noted.
11. Consignee agrees to ship material directly to Delphi Energy and Chassis' Customers if the physical flow warrants. (See Plant WI on shipping).
12. Additional terms and conditions subject to negotiations.
13. Processor/Subcontractor returns all scrap material generated by the process to Delphi Energy and Chassis as part number originally received on Form 409F4 "Material Returned as Scrap from Outside Locations" unless otherwise instructed by plant PC&L contact
14. For non-conforming material from Delphi Energy and Chassis, the processor/subcontractor will contact the PC&L coordinator and the material should be returned to Delphi Energy and Chassis on a shipper stating the reason for return unless directed otherwise by the PC&L contact.

06/17/04 - Alteration to delete Material 18078046 (Item 10) and add Material 18085238 (Item 20). dmp

DELPHI

Energy & Chassis Systems

Page 4 of 4

KORTEN QUALITY SYSTEMS LTD
P.O. Box 454
ROMEO MI 48065

Requirements Contract

PO Number	Date Issued
550053028	04-Mar-2004
Version	
22-Sep-2006 07:21:28	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

Notes Continued:

10/18/04 - Alteration to extend Requirements Contract on Material 18085238 (Item 20). cap
07/26/05 - Alteration to add Material 18089231 (Item 30). dmp
09/30/05 - Alteration to extend Material Nos. 18085238 (Item 20) and 18089231 (Item 30). jtw
08/17/06 - Alteration to extend materials 18085238 (item 20) and 18089231 (item 30). lmw